

**Bid Title: Employee Medical Coverage**  
**Bid No: BC-09-09-05-79**  
**Opening Date: Friday, September 9, 2006 at 2:00 PM**  
**Location: 2284 Miccosukee Road, Tallahassee, Florida 32308**

**INSTRUCTION TO BIDDERS**

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

*Bid No: BC-09-09-05-79  
Board of County Commissioners  
Leon County Purchasing Division  
2284 Miccosukee Road  
Tallahassee, Florida 32308*

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must be submitted in duplicate with a clearly marked "Original" that must contain an original, manual signature of an authorized representative of the company on all included forms and the other may be a copy.
4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
6. If you are not submitting a bid but wish to remain on our bid list, please return the "Statement of No Bid" form and provide an explanation in detail where requested.
7. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 488-6949 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

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**PURPOSE:**

The purpose of this bid is to secure employee medical coverage for the 1,400+ employees of the Board of County Commissioners and the Constitutional Officers of Leon County, Florida as listed in Attachment A. Attachment A also contains general information and minimum standards and requirements for the employee medical coverage and the provider. Coverage must meet or exceed the plan design stated for Capital Health Plan in the Benefits Plan (Attachment B). (Attachment A has minor revisions and Attachment B includes the same information provided in the Request for Proposals for Employee Medical Coverage, BC-06-07-05-52 issued previously by the County.)

Leon County is seeking fully insured quotes for employee medical coverage. Leon County is requesting vendors to propose on a fully insured HMO Medical Plan with a plan design that meets or exceeds Capital Health Plan as stated in Attachment B. Leon County will also accept quotes on a PPO or a POS option.

Leon County reserves the right to reject any/or all bids and to make awards as they may appear to be advantageous to the County; to hold bids for 60 days from the submission date without action, and to waive all formalities in bid process. Your bid may include any or all of the following:

Submissions should include quotes which assume that your company will be one of three medical plan providers. Leon County will also accept quotes assuming:

- That your company will be our only medical plan provider
- That your company will be one of two medical plan providers

Coverage shall be effective January 1, 2006 or on a later date requested, in writing, to the bidder by the County. Coverage shall be guaranteed for a minimum of 12 months from the effective date at the same premium rate quoted in the bid. It is the County's intent to renew the coverage after the initial coverage period by negotiation with the bidder. Such renewal process may be conducted annually. The County must be notified 90 days in advance of the contract anniversary date of any premium increases.

ALL SUBMISSIONS WILL BE COMPARED TO THE CURRENT  
MEDICAL PLANS AS A BASELINE FOR QUALITY AND COST.

**IF DEVIATIONS ARE MADE FROM THE CURRENT PLAN,  
PLEASE PROVIDE A WRITTEN EXPLANATION OF ALL DIFFERENCES.**

**BID DEADLINE:**

Bid must be submitted no later than 2:00 PM on Friday, September 9, 2005.

**BID INFORMATION:**

Questions pertaining to bid procedures or regarding the specifications should be addressed to Don Tobin or Keith Roberts at PHONE (850) 488-6949; FAX (850) 922-4084; E-mail keith@leoncountyfl.gov or tobind@leoncountyfl.gov. Written inquiries are preferred.

**EXPLANATION TO BIDDERS:**

Each Vendor shall examine the Bidding Documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall make a written request to the Owner for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The Owner will not be responsible for oral clarifications.

No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board.

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Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

**PREPARATION AND SUBMISSION OF BID:**

Each Vendor shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Vendor. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

**PLANHOLDERS**

As a convenience to vendors, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at <http://www.leoncountyfl.gov/Purchasing/Bid.asp> by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.

**ADDENDA TO SPECIFICATIONS**

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.co.leon.fl.us/purchasing/>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 488-6949 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

**MINORITY BUSINESS ENTERPRISE PARTICIPATION**

It is the policy of the Leon County Board of County Commissioners to institute and maintain an effective Minority Business Enterprise Program. This program shall:

1. Eliminate any policies and/or procedural barriers that inhibit M/WBE participation in our procurement process.
2. Established goals designed to increase M/WBE utilization.
3. Provide increased levels of information and assistance available to M/WBEs.
4. Implement mechanisms and procedures for monitoring M/WBE compliance by prime contractors.

The successful bidder shall meet or exceed the following MBE participation levels for this project, except when the County Good Faith Committee approves an exception to any goal. *It is to be understood that this will be a contractual provision for this project.*

**Composite Goal - 15%**

For additional information regarding Leon County's Minority Business Enterprise Policy or any technical assistance, please contact Agatha Muse-Salters, Leon County M/WBE Director, at (850) 488-7509; FAX (850) 487-0928; E-mail [saltersa@leoncountyfl.gov](mailto:saltersa@leoncountyfl.gov). The M/WBE Office will provide a listing of certified M/WBEs available to assist bidder(s) in achieving the indicated goals.

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Required as part of all bid submittals for this project, all bidders are required to complete an M/WBE Participation statement acknowledging the Leon County M/WBE policy, documenting any and all efforts made to obtain MBE/WBE participation, and the level of MBE/WBE participation achieved. In addition, non-MBE bidding firms unable to achieve the requested MBE/WBE participation percentage shall further demonstrate, through a statement of "good faith," that every reasonable effort has been made to achieve the requested percentage. Any "Good Faith Statement" provided by a bidder shall follow the requirements of the Florida Statutes for good faith. M/WBE firms must provide proof of their certification.

The Contractor shall establish a monthly reporting system of the work done by and payments made to certified minority business enterprises as a part of this project. The reports shall detail each invoice submitted to the County and a break down of payments to all subcontractors therein by M/WBE classification.

#### OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Every vendor submitting a bid on this invitation for bids **shall** include a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists. Leon County, Florida-based businesses are required to purchase an Occupational License to conduct business within the County. Vendors residing or based in another state or municipality, but maintaining a physical business facility or representative in Leon County, may also be required to obtain such a license by their own local government entity or by Leon County. For information specific to Leon County occupational licenses please call (850) 488-4735.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

#### LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:

a) Individuals or firms which have a home office located within Leon County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.

b) Individuals or firms which do not have a home office located within Leon County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

2. Local business definition. For purposes of this section, "local business" shall mean a business which:

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- a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
  - b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
  - c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
3. Certification. Any vendor claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

PAYMENT:

The County will make scheduled payments within thirty (30) days of submission and approval of invoice for services.

STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

INSURANCE:

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
  - a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
  - c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as

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respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**REJECTION OF BIDS:**

The Owner reserves the right to reject any and/or all bids when such rejection is in the best interest of the Owner.

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RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the contents of the bid form will be made public for the information of vendors and other interested parties who may be present either in person or by representative.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Vendors prior to the time fixed for opening. Negligence on the part of the Vendor in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

AWARD OF BIDS:

The County reserves the right to waive any informality in bids/proposals and to award a bid/proposal in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the intended award is provided through an agenda item to the Board of County Commissioners containing a recommendation of award. The agenda for each meeting of the County Commission is available on the County website at [www.leoncountyfl.gov](http://www.leoncountyfl.gov). A vendor may request, in their bid submittal, a copy of the bid tabulation sheet to be mailed in a vendor provided, stamped self-addressed envelope for their record.

AGREEMENT:

After the bid award, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The vendor will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 & 2 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.

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5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

#### MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

#### RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

#### BID CHALLENGE:

Any bid award recommendation may be challenged on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid challenge shall be made in writing to the Purchasing Director within 72 hours (excluding weekends and holidays) after receipt of the intended recommendation of award. Challenger shall file a formal written bid challenge within 10 days after the date in which the notice of intent of bid challenge has been submitted. Failure to file a notice of intent of bid challenge or failure to file a formal written bid challenge shall constitute a waiver of all rights granted under this section. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, vendors are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Vendors are not to contact departments/divisions regarding the vendor complaint.

At the time fixed for the opening of bids, the contents of the Bid Form will be made public for the information of vendors and other interested parties, who may be present either in person or by representatives.

#### TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.



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PENALTIES:

*BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:*

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached "IDENTICAL TIE BID" form. Failure to submit a completed form may result in the bid being determined as non-responsive.

WARRANTIES:

Bidder will warrant title to all goods sold and such warranty may not:

1. Be for a period less than five (5) years.
2. Limit the County's remedies under Chapter 672, Florida Statutes;
3. Exclude or modify a warranty of merchantability as provided for in Section 672.314, Florida Statutes; or
4. Exclude or modify a warranty of fitness as provided for in Section 672.315, Florida Statutes.

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**WORK**

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

**ASSIGNMENT**

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

**HOLD HARMLESS**

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

**ETHICAL BUSINESS PRACTICES**

- A. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

**BID CHECKLIST:**

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- \_\_\_\_\_ Completed Bid Response Sheet with Manual Signature
- \_\_\_\_\_ Employee Medical Coverage Pricing Sheet
- \_\_\_\_\_ Applicable Licenses/Registrations
- \_\_\_\_\_ Minority Business Enterprise Statement
- \_\_\_\_\_ Identical Tie Bid Statement
- \_\_\_\_\_ Completed Public Entity Crimes Statement
- \_\_\_\_\_ Insurance Certification Form
- \_\_\_\_\_ Non-Collusion Affidavit
- \_\_\_\_\_ Certification/Debarment

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**BID RESPONSE SHEET**

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Keith M. Roberts  
Purchasing Director

Cliff Thael  
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

BY \_\_\_\_\_  
(Firm Name)

\_\_\_\_\_

(Authorized Representative)

\_\_\_\_\_

(Printed or Typed Name)

ADDRESS \_\_\_\_\_

\_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_

\_\_\_\_\_

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**EMPLOYEE MEDICAL COVERAGE PRICING SHEET**

Coverage	Rate
Employee Only	
Employee +1	
Employee + family	

Coverage	Rate
Retiree Only	
Retiree +1 Either Primary	
Retiree + 1 Both Primary	
Retiree + Family Either Primary	
Retiree + Family Both Primary	

**Multi-year Fee Guarantee**

Calendar 2006 Yes ( ) No ( )  
Calendar 2007 Yes ( ) No ( )  
Calendar 2008 Yes ( ) No ( )

If yes, please provide the formula for each year

Calendar 2006 \_\_\_\_\_  
Calendar 2007 \_\_\_\_\_  
Calendar 2008 \_\_\_\_\_

If you submitted a previous proposal for Employee Medical Coverage for Proposal Number BC-06-07-05-52:

- Is your proposal/quote for a HMO/PPO/POS or a combination thereof as a sole provider option still valid?  
\_\_\_\_ Yes \_\_\_\_ No
- Is your proposal/quote for the HMO/PPO/POS or a combination thereof, where your company is one of 2 providers still valid?  
\_\_\_\_ Yes \_\_\_\_ No

Bid Title: Employee Medical Coverage  
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STATEMENT OF NO BID

We, the undersigned, have declined to bid on the above referenced bid for the following reasons:

- ☐ We do not offer this service
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet specifications
- ☐ Others (Explain)

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We understand that if the no-bid letter is not executed and returned, our name may be deleted from the list of qualified bidders for Leon County.

Company Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Name (Print/Type) \_\_\_\_\_  
Telephone No. \_\_\_\_\_

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**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Leon County Board of County Commissioners

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is:

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: \_\_\_\_\_).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity

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submitting this sworn statement. [Indicate which statement applies.]

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_  
(Type of identification)\_\_\_\_\_  
NOTARY PUBLIC

Notary Public - State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of notary public

Form PUR 7068 (Rev 06/11/92)

## MINORITY/WOMEN BUSINESS PARTICIPATION PLAN

BIDDER \_\_\_\_\_

Please mark the correct statement.

- \_\_\_\_\_ Bidder is non-M/WBE and has no M/WBE participation. Please complete Sections 2 & 3 and attach good faith statement.  
 \_\_\_\_\_ Bidder is non-M/WBE and has M/WBE participation. Please complete Sections 1 & 3.  
 \_\_\_\_\_ Bidder is a certified M/WBE. Please complete Sections 1 (if applicable) & 3.

**M/WBE Firms And Subcontractors Must Be Certified By The City Of Tallahassee Or Leon County To Qualify For MWBE Participation Credit, You Must Submit Proof Of Certification With Your Bid/Proposal.**

### SECTION 1

Please provide the following information for each certified M/WBE who will perform the indicated work for the amounts shown. Please indicate minority groups by using the corresponding letters: African American (B), Asian American (A), Hispanic American (H), Native American (N) and Non Minority Female (F). Attach additional sheets as necessary.

<u>Name, Address, and Phone</u>	<u>Materials/Services</u>	<u>Amount</u>	<u>Group</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Value of M/WBE Participation: \$ \_\_\_\_\_  
 Total Project Base Bid: \$ \_\_\_\_\_  
 M/WBE Participation as % of Total Base Bid: \_\_\_\_\_ %

### SECTION 2

If an M/WBE is not listed in Section 1, you must prepare and attach a **separate good faith effort statement** which describes all efforts made to secure M/WBE participation for this bid/proposal (chapter 287.09451, F.S.).

### SECTION 3

The vendor acknowledges the Leon County M/WBE Policy and the provisions specified therefore in this bid/RFP. As applicable, vendor certifies that the above list of minority/women vendors and the respective contract amounts and percentages of the total bid are accurate, or, to the accuracy of the attached good faith statement.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



Bid Title: Employee Medical Coverage  
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### EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Firm: \_\_\_\_\_  
Address: \_\_\_\_\_

Bid Title: Employee Medical Coverage  
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### IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

\_\_\_\_\_ This firm complies fully with the above requirements.

\_\_\_\_\_ This firm does not have a drug free work place program at this time.

\_\_\_\_\_  
VENDOR'S SIGNATURE

\_\_\_\_\_  
TITLE

Bid Title: Employee Medical Coverage  
Bid No: BC-09-09-05-79  
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**NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,

\_\_\_\_\_  
(Name of Corporation, Partnership, Individual, etc.)

a \_\_\_\_\_, formed under the laws of \_\_\_\_\_  
(Type of Business) (State or Province)

of which he is \_\_\_\_\_  
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

\_\_\_\_\_  
AFFIANT'S NAME

\_\_\_\_\_  
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

Personally Known \_\_\_\_\_ Or Produced Identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

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**INSURANCE CERTIFICATION FORM**

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Commercial General  
Liability:

Indicate Best Rating: \_\_\_\_\_

Indicate Best Financial Classification: \_\_\_\_\_

Business Auto:

Indicate Best Rating: \_\_\_\_\_

Indicate Best Financial Classification: \_\_\_\_\_

Professional Liability:

Indicate Best Rating: \_\_\_\_\_

Indicate Best Financial Classification: \_\_\_\_\_

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Indicate Best Rating: \_\_\_\_\_

Indicate Best Financial Classification: \_\_\_\_\_

If answer is NO, provide name and address of insurer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Is the Respondent able to obtain insurance in the following limits (next page) for this professional services agreement?

☐ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

**Required Coverage and Limits**

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

**Bid Title: Employee Medical Coverage**  
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**Opening Date: Friday, September 9, 2006 at 2:00 PM**

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Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -  
General Liability & Automobile Liability

Primary and not contributing coverage-  
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General  
Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability,  
Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Typed or Printed

Date \_\_\_\_\_ Title \_\_\_\_\_  
(Company Risk Manager or Manager with Risk Authority)

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
And OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor/Firm

\_\_\_\_\_  
Address

# LOCAL VENDOR CERTIFICATION

Attachment # 6  
Page 23 of 29

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by the County, and, if applicable, the City of Tallahassee (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	Phone:
Current Local Address:	Fax:
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address	
Number of Employees and hours worked per week by each:	
Name and Address of Owner(s) who reside in Leon County and who in total own at least 50% or more of the business. Attach additional sheets as necessary.	Percentage of Ownership
1.	
2.	

Signature of Authorized Representative

Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
By \_\_\_\_\_, of \_\_\_\_\_,

(Name of officer or agent, title of officer or agent)

(Name of corporation acknowledging)

a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me  
(State or place of incorporation)  
or has produced \_\_\_\_\_ as identification.  
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

Return Completed form with  
supporting documents to:

Leon County Purchasing Division  
2284 Miccosukee Road  
Tallahassee, Florida 32308

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**ATTACHMENT A  
GENERAL INFORMATION**

**I. Current Plan Information**

- A. The group is comprised of the employees, retirees and dependents and COBRA participants of County Commissioners, Supervisor of Elections, Clerk of the Courts, Property Appraiser, Sheriff, and Tax Collector.
- B. At a future date, the County may be involved in a health care consortium with the Leon County School Board and the City of Tallahassee. This may include a joint request for proposal on all plan options indicated in this Proposal.
- C. There are approximately 1414 employees in the present group working for the Board of Commissioners and Constitutional Offices of County government:
  - 1. Board of County Commissioners & Supervisor of Elections - 619
  - 2. Clerk of the Courts - 134
  - 3. Sheriff's Department (includes Jail) - 539
  - 4. Tax Collector - 79
  - 5. Property Appraiser - 43
- D. Census information provided by all entities will detail the number enrolled employees by tier and dependent status is available at <http://www.co.leon.fl.us/purchasing/> in an Excel file.
- E. Leon County currently offers two fully insured HMO health plans with Capital Health Plan and with VISTA. (Employee Benefits booklet information attached). The desired plan benefits for this bid are those as stated for Capital Health Plan in the Benefits booklet.
- F. Currently, Leon County pays 92.5% of the cost of employee and family coverage. Employees contribute 7.5%. Employee contribution rates will be determined on an annual basis solely by the Leon County Board of County Commissioners.

Employees may choose to pay for certain of their benefits on a pre-tax basis under Leon County's Internal Revenue Code (IRC) Section 125 cafeteria plan. In addition, employees can utilize a medical and/or dependent care flexible spending account. The Flexible Spending Account is being administered by the Fringe Benefit Management Company.
- G. New Hires have 30 days to enroll in coverage. Employees and their eligible dependents are covered effective the first day of the month following date of application. Employees may Opt-Out of the Medical Plan provided they can provide proof of other coverage outside of LCBC. Employees receive \$300 per month for opting out of the Medical Plan.

**II. Plan Specifications**

- A. All offers must provide the following:
  - 1. Waiver of waiting period, pre-existing condition limitations and Actively at Work provision for the initial enrollment with a new carrier for those employees who have already satisfied these requirements under the current plan, including eligible COBRA participants, Retirees, or employees on an approved leave of absence. There should also be no limitation for maternity benefits for eligible enrollees.
  - 2. Waiver of waiting period and pre-existing condition limitations for new enrollees with prior creditable coverage under HIPAA guidelines.
  - 3. Deductible carryover credit.



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4. "No loss, no gain" of benefits as a result of a change in carrier, or when enrolling on the Leon County BCC plan under HIPAA Special Enrollment provisions or a qualifying event.
5. Transition of Care benefits at inception of plan.

**B. Proposed Group Health Coverage**

The proposals shall provide coverage for the following:

1. Full-time employees; and part time employees working at least 20 hours per week who have been employed for 2 years.
2. Dependents of covered employees, which include:
  - a) Legally married spouse;
  - b) Unmarried natural, adopted or foster children up to age 19, or age 25 if enrolled in a state-approved educational or technical institution;
  - c) Stepchildren up to age 19, or age 25 if enrolled in a state-approved educational or technical institution;
  - d) Grandchildren, if employee is legal guardian;
  - e) Any dependent claimed on the employee's federal income tax return.
3. Medicare enrollees.
4. The successful bidder will comply with all COBRA and HIPAA requirements.

**C. Guaranteed Rates**

All rates shall be guaranteed for 12 months beginning January 1, 2006. However, The County reserves the right to accept a guarantee of more than 12 months if it is in the County's best interest. Multi-year rate guarantees are strongly recommended and will be a consideration in the evaluation process. All guarantees should be explained in your quote.

Leon County requires a minimum rate guarantee of 12 months. Please confirm this guarantee in your response. Leon County prefers a multi-year contract. **To enter into a multi-year contract, the County requires you to include a method for calculating the increase for each option year in the contract.** Leon County prefers a method of calculation based on an objective standard related to its performance. Clearly indicate a method of calculating the increase in your response for each option period. **If you are basing the rate of increase on our claims detail, please explain your methodology.** The contract is to provide that changes in premium can only be instituted on a policy anniversary date and that the selected proposer must provide for notice of changes in premium at least 90 days before renewal.

**D. Information Provided to Insurers**

Data regarding Leon County employee census and schedule of benefits are provided as attachments and are to be used specifically to aid in the underwriting and issuance of a proposal for Leon County's employee benefits. Any unauthorized use of this information will be cause for immediate termination of any existing or future contracts.

**E. Term of Contract and Extension/Renewal Rights**

The term of the contract(s) issued as a result of this request for proposal shall be for not less than one year, subject to earlier termination as provided by law and by the terms of the contract. In addition, unless otherwise specified in the proposal, the award of this contract shall include the right at the option of the County, contingent upon the agreement by both parties to any change in premium costs or benefits, to renew and extend this contract on a year-to-year basis as may be permitted by applicable law and County Policy.

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It is the County's intent to award a contract for a 3 year period, with 3 one year extension options, at the discretion on the County. If all extension options were exercised, the maximum total term of the agreement would be 6 years.

**F. Role of Consultant**

The County has retained Mercer Human Resource Consulting to provide medical plan consulting services. Neither Mercer nor any of its affiliates will be allowed to submit a proposal or compete for health services under this bid.

**G. Cost of Preparation**

The County will not reimburse any Proposer for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer in preparation and submittal of any proposal.

**H. Employee Contributions**

Employee contribution rates will be determined on an annual basis solely by the Leon County Board of County Commissioners.

**III. GENERAL REQUIREMENTS**

**A. Requirements of Companies and Agents Submitting Bids**

1. It is the intent of Leon County that covered employees and covered dependents shall not lose or gain benefits as a result of a change in carrier. This is commonly referred to as "No loss/No Gain." Leon County requires that the pre-existing condition limitations and the actively at work provision be waived for the initial enrollment for those employees who have already satisfied the waiting period for pre-existing conditions under the current plan. Please confirm your agreement with this provision.
2. The selected insurer will be responsible for all claims incurred on or after the effective date and within the contract period. An appropriate transition program will need to be developed before the effective date.
3. The selected insurer(s) should have electronic data transfer capability for eligibility and billing, both at initial implementation and on an ongoing basis. The insurer must be EDI compliant with HIPAA requirements.
4. All Companies submitting proposals must be licensed by the State of Florida and have a demonstrated level of good performance with public entities, including Counties.
5. Any Company Agent or Third Party Administrator must have an errors and omissions policy with a minimum limit of \$1,000,000. Please enclose proof with your proposal.
6. Companies must have a willingness to commit to specified levels of performance for service and quality.
7. Companies must have an organization that has demonstrated the ability to deliver cost-effective service and claims processing.
8. Companies must provide sufficient telephone service, including toll-free and local service, to handle inquiries directly from plan participants as well as County business representatives.

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9. It is the intent of Leon County that no commissions, placement fees, overrides, or any other form of compensation be paid to any broker/agent as a part of any insurance contract. No proposal should include any such payments, of any type, to any broker or agent, and any fees paid must be fully disclosed with the responding company's proposal.
10. Must not include any "actively at work" clauses in contracts.
11. Proposer must assume current policy benefit structure and provide a "no loss/no gain" assumption of risk and credit for all annual deductibles, co-insurance, and major medical maximum benefits.
12. Proposer must comply with all recent federal legislation including but not limited to HIPAA, COBRA and Mental Health Parity.
13. Proposer should provide the names of three current and three terminated references that we may contact (including number of employees, location, contact and telephone number) that are similar in size and composition to Leon County.

For these references, also please provide the following information:

- a) The services you provide to these clients;
  - b) When the clients were underwritten and or terminated;
  - c) Membership size of the clients.
14. QUARTERLY REPORTING (all within the guidelines of HIPAA):
    - a) Paid claims by member (employee, spouse or child)
    - b) Paid claims by service area
    - c) Benefit analysis (submitted claims, ineligible expenses, COB, member share, network savings, paid amount)
    - d) Network savings report
    - e) Utilization report by provider type
    - f) Prescription drug report (top drugs by cost and by number of scripts, generic vs. brand utilization, etc.)
    - g) Disease Management enrollment report
    - h) Large claims over \$50,000 (see III G for more information)
    - i) De-identified case management summary reports
  15. Provide enrollment assistance to County during open enrollment on an annual basis. This could include, but is not limited to, providing educational materials on the Plan and having properly trained representatives attend Benefit Fairs and give educational presentations on the Plan.
  16. Company must provide as part the bid response a rating from A.M. Best Insurance Guide or other appropriate financial documents to assure the County that the bidder is a stable, financially sound, and responsible company.
  17. PERFORMANCE AND SERVICE STANDARDS

A service standards agreement by the successful Proposer shall be executed prior to the execution of the contract between the parties. The successful Proposer is required to meet the following monthly performance standards. The County reserves the right to have an independent consultant, on a quarterly basis, review adherence to these service standards. Adherence is expected to each of these standards. This agreement is binding for the period of the contract, subject to mutually satisfactory modifications with the County reserving the right to impose non performance liquidated damages.

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- a. Average Claim Turnaround Time: 90% of all clean claims must be paid and Explanation of Benefit (EOB) mailed within 10 working days after claim submission.
- b. Claims Status Report: Provide status to employees for claims not resolved within 30 days of claims submission.
- c. Threatening Letter Response: Respond, in writing, directly to the letter writer, employee or covered dependent, and the County's Human Resources staff with an explanation of the claim status within 5 working days of receipt of notification, any time a County's employee or dependent receives a letter from a Provider threatening legal action, referral to a collection agency, or other negative action which could jeopardize the employee or dependent's credit standing because of the delay or failure in paying claims.
- d. Financial and Claims Reports: Provide within 15 calendar days for monthly reports; 45 calendar days after end of period for quarterly or annual reports.
- e. Payment Accuracy of Claims: Assess payment accuracy of claims through random sampling, on a quarterly basis, with error no greater than 2% .

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# **ATTACHMENT B**

## **EMPLOYEE BENEFITS BOOKLET**